

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM307468

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Swift Transportation Co., LLC		06/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
<b>Street Address:</b>	1585 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86195474	S	
<b>Serial Number:</b>	86195280	SWIFT	
<b>Serial Number:</b>	86195364	S	
<b>Serial Number:</b>	86139345	THE THINGS WE MOVE, MOVE US	
<b>Serial Number:</b>	86139334	DELIVERING A BETTER LIFE	
<b>Serial Number:</b>	86195314	SWIFT	
<b>Registration Number:</b>	4346001	SWIFT POWER SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(212) 455-2895		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Samantha J. Himelman, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1512		
<b>NAME OF SUBMITTER:</b>	Samantha J. Himelman		

CH \$190.00 86195474

<b>SIGNATURE:</b>	/sjh/
<b>DATE SIGNED:</b>	06/12/2014
<b>Total Attachments: 6</b> source=(15892601)_ (1)_3rd Amdt - Swift Trans Co Trademark Short Form 1st Lien (executed) (3)#page1.tif source=(15892601)_ (1)_3rd Amdt - Swift Trans Co Trademark Short Form 1st Lien (executed) (3)#page2.tif source=(15892601)_ (1)_3rd Amdt - Swift Trans Co Trademark Short Form 1st Lien (executed) (3)#page3.tif source=(15892601)_ (1)_3rd Amdt - Swift Trans Co Trademark Short Form 1st Lien (executed) (3)#page4.tif source=(15892601)_ (1)_3rd Amdt - Swift Trans Co Trademark Short Form 1st Lien (executed) (3)#page5.tif source=(15892601)_ (1)_3rd Amdt - Swift Trans Co Trademark Short Form 1st Lien (executed) (3)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 9, 2014 (this "Agreement"), is made by SWIFT TRANSPORTATION CO., LLC, a Delaware limited liability company (the "Grantor"), in favor of MORGAN STANLEY SENIOR FUNDING, INC., as the collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties (as defined in the Third Amended and Restated Credit Agreement referred to below).

W I T N E S S E T H :

WHEREAS, pursuant to a Third Amended and Restated Credit Agreement, dated as of June 9, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Third Amended and Restated Credit Agreement"), among SWIFT TRANSPORTATION CO., LLC, a Delaware limited liability company (the "Borrower"), SWIFT TRANSPORTATION COMPANY, a Delaware corporation ("Holdings"), the Guarantors, each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender"), MORGAN STANLEY SENIOR FUNDING, INC. and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Co-Syndication Agents, CITIBANK, N.A., ROYAL BANK OF CANADA, DEUTSCHE BANK SECURITIES INC. and PNC BANK NATIONAL ASSOCIATION, as Documentation Agents, and BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, the Lenders and the L/C Issuer (as defined in the Third Amended and Restated Credit Agreement) have extended Commitments (as defined in the Third Amended and Restated Credit Agreement) to make Credit Extensions (as defined in the Third Amended and Restated Credit Agreement) to the Borrower;

WHEREAS, in connection with the Third Amended and Restated Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement in favor of the Collateral Agent, dated as of December 21, 2010 and amended as of June 9, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement Amendment");

WHEREAS, pursuant to the Third Amended and Restated Credit Agreement and the Security Agreement Amendment, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest in the Trademark Collateral (as defined below) to secure all the Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement Amendment.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the

Grantor's right, title and interest in the United States, whether now or hereafter existing, owned or acquired by such Grantor, and wherever located, in and to the following (the "Trademark Collateral"):

(a) (i) all United States trademarks, trade names, brand names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, service marks, certification marks, collective marks, logos and other source or business identifiers, whether registered or unregistered, in each case, owned by the Grantor and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations thereof and all applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any other office or agency of the United States of America, or any State thereof, and all common law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing in the United States, including the United States Trademark registrations and applications listed on Item A of Schedule I (collectively referred to as "Trademarks");

(b) all Trademark licenses and other agreements for the grant by or to the Grantor of any right to use any United States Trademark (each a "Trademark License"), including each written, exclusive inbound license of any material United States Trademark application and/or registration as set forth in Item B of Schedule I;

(c) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(d) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (x) of Section 3.1 of the Security Agreement Amendment.

SECTION 3. Security Agreement Amendment. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement Amendment. The Security Agreement Amendment (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement Amendment, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. To the extent there is any conflict between the terms of the Security Agreement Amendment and this Agreement, the Security Agreement Amendment shall control.

SECTION 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Third Amended and Restated Credit Agreement and shall (unless otherwise expressly indicated herein) be

construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other electronic transmission) shall be effective, or delivery of a manually executed counterpart.

SECTION 7. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND  
CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.\* \* \* \*  
\*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

SWIFT TRANSPORTATION CO., LLC

By: Virginia Hankala  
Name: Virginia Hankala  
Title: CFO & Treasurer

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

SWIFT TRANSPORTATION CO., LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MORGAN STANLEY SENIOR FUNDING, INC.,  
as Collateral Agent


By: \_\_\_\_\_  
Name: Stephen B. King  
Title: Vice President  
Morgan Stanley Senior Funding, Inc.

[Signature Page to Trademark Security Agreement]

SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

Country	Trademark	Registration No.	Registration Date	Registered Owner
USA		86/195,474	2/17/14	Swift Transportation Co., LLC
USA	SWIFT	86/195,280	2/17/14	Swift Transportation Co., LLC
USA		86/195,364	2/17/14	Swift Transportation Co., LLC
USA	THE THINGS WE MOVE, MOVE US	86/139,345	12/10/13	Swift Transportation Co., LLC
USA	DELIVERING A BETTER LIFE	86/139,334	12/10/13	Swift Transportation Co., LLC
USA	SWIFT	86/195,314	2/17/14	Swift Transportation Co., LLC
USA	SWIFT POWER SERVICES	4,346,001	6/4/13	Swift Transportation Co., LLC

Item B. Exclusive Trademark Licenses